



New User Process to Join Maryland FiRST Standing Operating Procedure

1 Purpose

This Standard Operating Procedure establishes the policy and the process to become either a Primary or Interoperable User of Maryland FiRST.

2 Scope

This policy applies to all agencies or government entities applying to become either Primary Users or Interoperability Users on the Maryland FiRST Public Safety Radio System.

3 Authority

The Statewide Interoperability Radio Control Board has the authority to establish Standard Operating Procedures, Quality of Service Standards and Maintenance Guidelines for the Maryland FiRST Radio System in accordance with the Annotated Code of Maryland, Public Safety Article, § 1-501-1-503.

4 Background

Maryland FiRST is a P25 Phase II 700 MHz statewide public safety land mobile radio system designed to support Maryland's first responders and to facilitate interoperable communications. In June 2014, the Statewide Interoperability Radio Control Board was established in the Department of Information Technology by the Annotated Code of Maryland, Public Safety Article, § 1-501-1-503. The Board is the governance body that coordinates the operation and maintenance of Maryland FiRST. One of the responsibilities of the Board is to approve the addition of new system users and approve upgrading Interoperability Users to Primary Users.

5 Type of Users

Maryland FiRST users can be state, federal, county or municipal agencies and are classified as either Primary Users or Interoperability Users.

Primary Users - A Primary User agency is approved by the Radio Control Board, maintains their own talkgroups and utilizes Maryland FiRST as their primary radio communications system to



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Statewide Interoperability Radio Control Board

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conduct daily operations. In some special cases, a Primary User agency can maintain a limited number of Talkgroups on Maryland FiRST, as established in the MOU, but does not use Maryland FiRST as its primary radio communications system. A Primary User agency can be any Maryland State, county or municipal/local public safety organization or Federal agency operating in Maryland.

Interoperability Users - An Interoperability User agency is approved by the Radio Control Board and utilizes Maryland FiRST for interoperable communications during special events, emergencies, mutual aid and joint operation. They are authorized to use MD Call/TAC talkgroups and to enter into talkgroup sharing agreements with Primary User agencies. Interoperable User agencies can be federal, neighboring states, county or municipal/local public safety agencies.

6 Policy Statement

All State agencies, county/local governments, federal agencies or neighboring states interested in joining Maryland FiRST as a Primary User or Interoperability User must follow the procedures outlined herein and be approved by the Radio Control Board.

The process for joining Maryland FiRST consists of three major phases:

- 1) Request Initiation & Discovery Phase
- 2) Review & Approval Phase
- 3) Memorandum of Understanding (MOU) Development Phase

During the Request Initiation & Discovery Phase an interested agency can request to meet with the Statewide Interoperable Communications team and receive a briefing concerning the advantages of joining Maryland FiRST and review the process for joining.

Once an interested agency decides to join, they will start the application process by submitting a Letter of Interest (LOI) and provide the requested information. The primary point of contact during this process will be the Maryland FiRST Agency Coordinator/Customer Liaison staffer.

During the Review & Approval Phase, a working group of system users known as the Operations Group will review the application and assess it for its impact on system capacity, operation and interoperability capability. Upon completion of the review, the Operations Group will make a recommendation to the Board. The Board will then vote and decide to approve or disapprove the application.



The MOU Development Phase starts after the Board approves the application. An MOU between the approved agency and DoIT will be created and signed. Only after the MOU is signed by the applying agency and DoIT will the agency become a Maryland FiRST User. The new User agency automatically becomes a member of the Operations Group and will receive invitations to attend the meetings. New Interoperability Users, as well as new Primary Users, are authorized to engage with all existing Users and enter into Talk Group Sharing Agreements as needed.

7 Supporting Rules/Procedures

Agencies interested in joining Maryland FiRST will follow the following procedures:

Phase 1: Request Initiation & Discovery

- 1) The interested agency will contact the Maryland FiRST Agency Coordinator/Customer Liaison to initiate the process.
- 2) The Maryland FiRST Agency Coordinator/Customer Liaison will send the interested agency a new User packet containing information concerning the system and templates for the application process, and make any arrangements for a briefing if desired.
- 3) The agency will send their LOI to the Maryland FiRST Agency Coordinator/Customer Liaison, it will contain the following:
 - a. Requesting Primary or Interoperability User membership
 - b. The number of radios expected to be programmed onto the system.
 - c. The type of radios to be utilized (i.e. TDMA, FDMA).
 - d. The Maryland FiRST agencies they wish to enter into talk group sharing agreements with.
 - e. The agency's basic Concept of Operations (CONOPS) for using Maryland FiRST (Including the requested number of talkgroups and their expected operational use).
- 4) The Maryland FiRST Agency Coordinator/Customer Liaison will coordinate as needed and ensure all the required information is received from the applying agency. When the documentation is in order, it will be provided to the Operations Group for review.

Phase 2: Review & Approval

- 5) The Operations Group will review the applying agencies impact on the MD FiRST system by assessing the proposed CONOPS and the effect on system capacity,



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operations and interoperability. A representative of the applying agency will be required to attend one of the Operations Group meetings to address any questions from the group.

- 6) The Operations Group will provide the findings from the assessment and make a recommendation for approval or disapproval to the Radio Control Board at the next quarterly Board Meeting.
- 7) The Board will hear the recommendation of the Operations Group and vote to approve or disapprove the applying agency as a Primary User or Interoperability User. A representative of the applying agency will be required to attend the Radio Control Board meeting in order for their application to be presented to the Board.

Phase 3: MOU Development

- 8) Once the Board has approved the agency, the Maryland FiRST Agency Coordinator/Customer Liaison will initiate the MOU. There are two different MOU's, one for Primary Users and one for Interoperability Users. The appropriate MOU draft will be sent to the approved agency for review. Any needed changes will be coordinated with the Office of the Assistant Attorney General (AAG) within the Department of Information Technology (DoIT). Coordination with DoIT's AAG Office will be conducted through the Maryland FiRST Agency Coordinator/Customer Liaison.
- 9) Once there is agreement on the MOU, the agency leadership and legal counsel will sign and date three originals of the final MOU. The three signed originals of the MOU will be mailed to the Maryland FiRST Agency Coordinator/Customer Liaison for completion by DoIT.
- 10) Upon final signatures by DoIT, the Maryland FiRST Agency Coordinator/Customer Liaison will assist the agency with coordination of talk group sharing agreements as well as contact with the System Manager for code plug creation and fleet mapping.

8 Responsibilities

- Applying Agencies: Agencies desiring to join Maryland FiRST must follow the process delineated in this SOP.
- Maryland FiRST Agency Coordinator/Customer Liaison: Will work with applying agencies, and coordinate and facilitate the entire process.
- Operations Group: Will review and assess applying agencies and make a recommendation to the Radio Control Board.
- Radio Control Board: Will approve or disapprove the addition of new system users and approve or disapprove upgrading Interoperability Users to Primary Users.



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- The Director of the Radio Control Board: May approve temporary changes or modifications to this policy to ensure the security of the system or to accommodate an emergency condition. Any permanent changes to this policy require the approval of the Radio Control Board.

9 Contact Information

The Maryland FiRST Agency Coordinator/Customer Liaison may be contacted at:
md-first.radio@maryland.gov

The Maryland FiRST System Manager may be contacted at:
MDFirstSystem.Manager@maryland.gov

10 Approval

This SOP was reviewed by the Maryland FiRST Operations Group on February 26, 2018 and was approved by the Statewide Interoperability Radio Control Board, by majority vote on April 11, 2018.

Norman J. Farley
Director of the Board

Michael G. Leahy
Chairman of the Board

With MOU Template Attachments

MEMORANDUM OF UNDERSTANDING

Maryland Department of Information Technology
AND
“USER ORGANIZATION”

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made by and between the **DEPARTMENT OF INFORMATION TECHNOLOGY (“DoIT”)**, a principal department of the State of Maryland (“State”), the **MARYLAND STATEWIDE INTEROPERABILITY RADIO CONTROL BOARD (“Board”)**, and the **“USER ORGANIZATION” (“USER SHORT NAME”)**

WHEREAS, the State, through the Program Management Office (“PMO”) of the Maryland Statewide Communications Interoperability Program (“MSCIP”), established by Executive Order 01.01.2008.07, is building a statewide 700 MHz radio communications system (“System” or “Maryland FiRST”) for the purpose of providing statewide radio coverage to law enforcement, fire and EMS services, and other public agencies that are either first responders or contribute materially to homeland security pursuant to 47 CFR § 90.529 and federal users as permitted by § 2.103(b) of the rules of the Federal Communications Commission (“FCC” or “Commission”);

WHEREAS, there is a Statewide Interoperability Radio Control Board (“Board”) in the Maryland Department of Information Technology, established by Annotated Code of Maryland, Public Safety Article, §1-501 *et seq.*, that coordinates the operation and maintenance of the System;

WHEREAS, the Secretary of the Department of Information Technology also serves as the chair of the Board;

WHEREAS, “USER SHORT NAME” provides first responder services to the public, materially contributes to homeland security, and complies with the eligibility requirements of 47 CFR § 90.523(a);

(FEDERAL GROUPS ONLY) WHEREAS, “USER SHORT NAME” employs federal public safety personnel who are permitted to operate on the System under 47 CFR § 2.103(b) of the FCC; and

WHEREAS, DoIT allows “USER SHORT NAME” public safety personnel to access and use the System for first responder voice communications to meet the interoperability requirements and sharing of frequencies within the system as outlined in 47 CFR 90.179 and 47 CFR 90.421 concerning the shared use of the radio stations, mobile and/or portable units, pursuant to the Board’s approval of “USER SHORT NAME”’s addition to the System.

NOW, THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. Recitals

The Recitals set forth above are hereby incorporated and made a part of this MOU.

B. DoIT and the Board obligations:

1. Abide by, and act in accordance with the laws of the United States, applicable regulations of the Federal Communications Commission, and decisions and directions of the Board.
2. Provide continuous (i.e. 24 hour, 7 days a week for 365 days per year) System availability to the greatest extent possible in light of maintenance requirements and unforeseen outages.
3. Provide continuous access to live help via the Network Operations Center to assist **“USER SHORT NAME”** if it is experiencing any technical or operational difficulties.
4. Develop operating protocols in concert with all applicable users, to facilitate efficient and reliable operations that are consistent with federal guidelines and/or public safety/service “best practices.”
5. Monitor system utilization and report to **“USER SHORT NAME”** system capacity constraints in operating cells that require remediation to relieve identified limitations.

C. **“USER SHORT NAME”** obligations:

1. **“USER SHORT NAME”** agrees to use subscriber devices that support the Time Division Multiple Access (“TDMA”) technology, also known as P-25 Phase 2 compatible mobile and portable radios as well as control stations and consolettes as contained in the Statewide Public Safety Wireless Communications System contract with Motorola Solutions Inc., or any other P-25 Phase 2 radios as certified by the United States Department of Homeland Security’s Compliance Assessment Program (“CAP”), with radio authentication to access the System. **“USER SHORT NAME”** understands that it will be solely responsible for purchasing the radios it will use to communicate on the System. In the event that **“USER SHORT NAME”** has access to older Frequency Division Multiple Access (“FDMA”) technology and radios, also known as P-25 Phase 1, these devices may only be used as part of an emergency radio cache and not for day-to-day operations on Maryland FiRST. Furthermore, FDMA (P-25 Phase 1) radios will not be activated and affiliated with the System by the **“USER SHORT NAME”** without prior coordination with the System Director or in bona-fide emergency situations.

2. Comply with the applicable laws of the State, the United States of America, as well as the rules of the Federal Communications Commission. System use will be limited to public safety and first responder communications as defined in 47 U.S.C. § 337 (f) (1), the Communications Act of 1934, and all applicable provisions of 47 CFR Part 90, Subpart R.
3. Abide by, and act in accordance with, the decisions, directions, adopted operating protocols, and minimum training standards established and set by the Board. **“USER SHORT NAME”** understands that the addition and removal of **“USER SHORT NAME”** is governed by the Board, and that improper use of the System by **“USER SHORT NAME”** may result in the suspension or termination of System access privileges, pursuant to the Board authority. The Board’s decisions govern and determine the System’s policies, procedures, standards, and guidelines.
4. Subject to the availability of appropriations and any continuing resolutions thereof, **“USER SHORT NAME”** agrees that the Board shall have the authority, with regard to the System, to collect, receive, and allocate money for the System’s maintenance, capacity expansion, and operation, apportion the System’s costs, and allocate the System’s resources. User fees assessed by the Board will recognize the **“USER SHORT NAME”**’s budget cycle to allow the **“USER SHORT NAME”** the opportunity to incorporate the costs in their respective budgets.
5. **“USER SHORT NAME”** agrees that it will be responsible for the development of the radio codeplugs used to program its radios and for the programming of its subscriber equipment by technicians and engineers within **“USER SHORT NAME”** or under contract and/or agreement to **“USER SHORT NAME”** for radio maintenance and/or service.
6. Maintenance, radio upgrades authorized by DoIT, and the repair of **“USER SHORT NAME”**’s subscriber radios and support components such as consoles, network monitors, and other software management tools, if any, used to access the System are the sole responsibility of **“USER SHORT NAME”**. With respect to radio repairs and device programming, **“USER SHORT NAME”** agrees to utilize the Advanced System Key (“ASK”) feature of the System and further, exercise strict control of any system key information provided to **“USER SHORT NAME”** by DoIT. Prior to the issuance of a system key, **“USER SHORT NAME”** will provide DoIT a plan in writing to control the security of system key information, including “wiping of information” from all equipment prior to reassignment or salvage of equipment. The ASK is a software feature under license to the State. **“USER SHORT NAME”** is permitted to use the ASK feature for the sole purpose of enabling authorized public safety units to communicate with the System and for the programming of radios purchased by **“USER SHORT NAME”**. Only radios owned or controlled by **“USER SHORT NAME”** will be programmed with the ASK and will conform to the System’s

prescribed configuration, with any features, limitations, control settings, or other parameters as dictated by DoIT. No copies of the ASK will be made in any form or loaned or furnished to any person other than technicians and engineers within “**USER SHORT NAME**” or under contract and/or agreement to “**USER SHORT NAME**” for radio maintenance and/or service. Any vendor providing radio repair and programming services will be approved by DoIT in writing prior to the issuance of system key information.

7. “Child keys” shall be issued to “**USER SHORT NAME**” upon the approval of “**USER SHORT NAME**”’s system key security procedures by DoIT. Child keys shall be range-limited to the identification numbers assigned to “**USER SHORT NAME**” pursuant to the Region 20 ID plan. If “**USER SHORT NAME**” is responsible for programming subscriber devices owned by another approved user, such other user shall provide written authority to DoIT to extend the ID range of the Child key as needed to provided maintenance and programming services.
8. “**USER SHORT NAME**” shall not share its use of or access to the System without prior written consent of DoIT.
9. “**USER SHORT NAME**” shall submit any new and/or existing equipment that it intends to use to access the System to DoIT for compatibility assessment and logging of equipment serial numbers prior to the use of such equipment. Configuration information for System assets — Subscribers (portables, mobiles, consolettes, mobile-in-tray) and Fixed Network Equipment (including Motorola, Intellect, Genesis, NetGuardian, Nice, and NEC) — must be provided to DoIT every time an asset is put into service on “**USER SHORT NAME**”’s system by completing the Configuration Information for MD First Assets – Subscribers spreadsheet (the form of which is at Appendix A) and e-mailing the same to the contacts listed in the spreadsheet.
10. “**USER SHORT NAME**” shall notify DoIT if there is any change in its inventory of equipment it uses to access the System, including, but not limited to, lost or stolen devices.
11. “**USER SHORT NAME**” shall work with DoIT to develop a fleet map and the proper talkgroups in order to forward the mission of “**USER SHORT NAME**”, without negatively impacting the System. “**USER SHORT NAME**” will be responsible for the management of its talkgroups’ use. “**USER SHORT NAME**” will use State 700MHz channels identified in 47 CFR § 90.531(b)(5) as assigned by MD FiRST. “**USER SHORT NAME**” will be responsible for the development of codeplugs and the programming of its radios. “**USER SHORT NAME**” will program every subscriber device with the 700 and 800 MHz nationwide interoperability channels as defined in the MD FiRST nationwide interoperability template. All “**USER SHORT NAME**” radios shall contain programming to support MD CALL and MD TAC talkgroups as well as the nationwide 700 MHz public service interoperability frequency, GTAC77D. When operating on an

interoperability channel, “USER SHORT NAME” will use “plain language” to provide seamless interoperable communications with other first responders.

12. “USER SHORT NAME” will follow the Region 20 ID Plan for the assignment of P25 identification numbers used in subscriber devices. In the event that “USER SHORT NAME” requires direct radio-to-radio communications, “USER SHORT NAME” may employ the low power 700 MHz channels identified in the Region 20 ID Plan in the digital mode for the appropriate purposes.
13. “USER SHORT NAME” shall be responsible for the proper use of each device used to access the System. “USER SHORT NAME” shall follow any applicable radio protocol that applies to System use and is established by the FCC, DoIT State Radio System Division, or the Board (e.g., transmission breaks during lengthy traffic, deferral to emergency traffic, etc.). Frequencies and bandwidth supporting the System are at a premium, and use of the System is for legitimate criminal justice and public safety purposes only. A telephone should be used for other traffic as appropriate. “USER SHORT NAME” will program subscriber devices to employ a time-out-timer to prevent radios from locking up systems unnecessarily. “USER SHORT NAME” will establish the time-out-timer interval.
14. “USER SHORT NAME” shall consult with DoIT regarding any mobile transmitter RF power output issues. This includes restrictions as to the use of gain-type antennas and any other apparatus designed to increase the effective radiated power of the radio;
15. “USER SHORT NAME” understands that DoIT maintains the right to audit its list of System access device users at any time;
16. Any documentation or other information relating to “USER SHORT NAME”’s usage of MD FiRST, including radio frequencies assigned to or utilized by “USER SHORT NAME”, code plugs, circuit routing, addressing schemes, talkgroups, fleet maps, encryption, or programming maintained or utilized by “USER SHORT NAME” are law enforcement records normally exempt from Freedom Of Information Act (FOIA) disclosure. The parties agree that FOIA (5 U.S.C. § 552), Privacy Act (5 U.S.C. § 552a) and the Department of Homeland Security privacy regulations, 6 C.F.R. Part 5, will take precedent over any conflict with Maryland public disclosure laws. “USER SHORT NAME” agrees to keep all such information strictly confidential unless compelled to release it under federal law or non-conflicting State of Maryland law.
17. “USER SHORT NAME” understands that additional radio unit activation shall include, but may not be limited to, the outcome of grade of service (GOS) studies which shall be performed by DoIT. The GOS is a way of assuring that the additional devices will not adversely affect current communications on the System. If it is determined by DoIT that the addition of channels and/or frequencies is necessary in order to accommodate the additional radio units, DoIT

, at its discretion but upon providing prior written notification to “USER SHORT NAME”, shall install at “USER SHORT NAME”’s expense any additional equipment that DoIT deems necessary and for which frequency(ies) can be identified. “USER SHORT NAME” shall be responsible for all equipment and installation costs associated with the System infrastructure upgrade. “USER SHORT NAME” agrees that upon installation of any equipment on the System infrastructure, the equipment becomes the permanent property of the System, and DoIT shall be responsible for maintenance of the equipment.

D. Term

This MOU shall be effective on the date that “USER SHORT NAME”’s radio unit(s) are activated (i.e. programmed) for use in the System and shall continue until June 30, 2037, or until terminated by a Party upon 180 days advance written notice of the termination to the other Parties. This MOU can be renewed prior to its expiration upon written agreement of the Parties pursuant to Section E below.

E. Renewal Term

This MOU shall automatically renew for an additional 24 months at the end of the initial term and upon the same terms and conditions as set forth herein, unless, at least 180 days prior to the end of the initial term, “USER SHORT NAME” provides DoIT with written notification of its intent not to renew.

F. Notices

1. All notices and invoices given under this MOU, except for emergency service requests, shall be made in writing.
2. Each Party to this MOU shall identify single points of contact in support of the administration of this MOU for addressing of interagency issues that may arise hereunder and to whom notices provided or required hereunder shall be delivered.
3. Each Party will make certain that it has an updated list of staff contacts to facilitate communication and to resolve issues as they may arise.
4. Each Party agrees to assign appropriate staff to serve as a single point of contact should any personnel changes occur.

5. All notices shall be sent at the addresses set forth below:

FOR "USER ORGANIZATION":	
Name	
Title	
Address	
City, State, Zip	
Phone	
E-mail	

FOR DoIT:	
Name	Michael G. Leahy
Title	Secretary, Dept. of Information Technology
Address	100 Community Place
City, State, Zip	Crownsville, MD 21032
Phone	410.697.9401
E-mail	Michael.Leahy@maryland.gov

FOR MSIRCB:	
Name	Norman J. Farley
Title	Director, Statewide Interoperable Communication
Address	100 Community Place
City, State, Zip	Crownsville, MD 21032
Phone	410.697.9681
E-mail	Norman.farley@maryland.gov

G. Changes

This MOU may be amended only with the written consent of the Parties. Amendments may not change significantly the scope of this MOU.

H. Disputes

If any dispute or issue of non-performance arises under this Agreement, the parties agree to resolve the issue at the lowest management level of each party. In the event the issue remains unresolved, the parties agree to immediately escalate the issue to upper-level management for their consideration. In all events, the parties will negotiate, in good faith, a mutually agreeable solution. In the event all parties cannot agree on a solution, the issue shall be directed to the Board for resolution.

I. Controlling Law

The laws of the State of Maryland shall govern the interpretation and enforcement of this MOU.

J. Termination for Default

If a Party does not fulfill its obligations under this MOU or violates any provision of this MOU, a Party not in default may terminate the MOU by giving 180 days advance written notice of termination to the other Parties. Termination under this paragraph does not relieve the terminated Party from liability for any damages caused to the terminating Party or Parties.

K. Termination for Convenience

A Party may terminate this MOU, in whole or in part, at any time upon 180 days prior written notice to the other Parties whenever the terminating Party determines it is in its best interest to terminate this MOU.

L. Termination for Non-appropriation

If funds are not appropriated or otherwise made available to support continuation of the MSCIP or the System in any fiscal year succeeding the first fiscal year, this MOU shall be terminated automatically as of the beginning of the fiscal year for which funds are not available.

M. Orderly Termination

In the event of any termination or expiration of this MOU, each Party shall reasonably cooperate in good faith with the other Parties to assure an orderly and efficient transition from the services provided hereunder.

N. Indemnification

No Party assumes liability for the acts or omissions of the other Parties or its agents. Nothing in this MOU shall be construed to extend the immunities of one Party and its agents to the other Parties or its agents.

O. Non-assignment

No Party may assign any rights or interests nor delegate its duties under this MOU, in whole or in part, without the express prior written permission of the other Parties. Without such written permission, any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

P. Severability

The terms of this MOU are severable. If any term or provision herein is declared to be illegal, void, unenforceable or otherwise invalid, in whole or in part, the remainder of the terms and provisions of this MOU shall remain valid and enforceable in full force and effect.

Q. Waiver

A waiver by any Party of any breach or default by any other Party under this MOU shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.

R. Merger

This MOU signed by all Parties constitutes a final written expression of all terms of this MOU and is a complete and exclusive statement of those terms.

S. Entire Agreement

This MOU contains the entire agreement among the Parties here to and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This MOU supersedes any and all previous agreements, whether written or oral, between or among the Parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused these actions to be executed individually or by appropriate authorized officers on the date and year below written.

“USER ORGANIZATION”

By: _____

Name: _____

Title: _____

Date: _____

MARYLAND DEPARTMENT OF INFORMATION TECHNOLOGY
&
STATEWIDE INTEROPERABILITY RADIO CONTROL BOARD

By: _____

Name: Michael G. Leahy_____

Title: Secretary, DoIT_____

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Legal Counsel, “USER ORGANIZATION”

Assistant Attorney General, DoIT

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

Maryland Department of Information Technology
AND
“USER ORGANIZATION”

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made by and between the **DEPARTMENT OF INFORMATION TECHNOLOGY (“DoIT”)**, a principal department of the State of Maryland (“State”), the **MARYLAND STATEWIDE INTEROPERABILITY RADIO CONTROL BOARD (“Board”)**, and the **“USER ORGANIZATION” (“USER SHORT NAME”)** executing this agreement below.

WHEREAS, the State operates and is building a statewide 700 MHz radio communications system (“System” or “Maryland FiRST”) for the purpose of providing statewide radio coverage to law enforcement, fire and EMS services, and other eligible users under 47 CFR §§ 90.523 and 2.103(b);

WHEREAS, “USER SHORT NAME” provides first responder services to the public or otherwise satisfies the eligibility requirements of 47 CFR § 90.523(a);

WHEREAS, subject to the Board’s approval, DoIT allows eligibles under 47 CFR § 90.523 to access and use the System for first responder voice communications consistent with 47 CFR §§ 90.179 and 90.421 concerning the shared use of the radio stations, mobile and/or portable units; and

WHEREAS, the purpose of this MOU is for enabling basic interoperability use between the State of Maryland and a non-state public safety entity.

NOW, THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. Recitals

The Recitals set forth above are hereby incorporated and made a part of this MOU.

B. DoIT and the Board obligations: DoIT and the Board shall:

1. Abide by, and act in accordance with the laws of the United States, applicable regulations of the Federal Communications Commission, and decisions and directions of the Board.
2. Develop operating protocols in concert with all applicable users, to facilitate efficient and reliable operations that are consistent with federal guidelines and/or public safety/service “best practices.”
3. Monitor System utilization and report to “USER SHORT NAME” if system capacity constraints in operating cells require remediation.

C. “USER SHORT NAME” obligations: “USER SHORT NAME” shall:

1. In the event that “USER SHORT NAME” uses Frequency Division Multiple Access (“FDMA”) technology and radios, also known as P-25 Phase 1, access to MD FiRST talkgroups may be limited based off of system capacity limitations.
2. Comply with the applicable laws of the State, the United States of America, as well as the rules of the Federal Communications Commission. System use will be limited to public safety and first responder communications as defined in 47 U.S.C. § 337 (f) (1), and all applicable provisions of 47 CFR Part 90, Subpart R.
3. Abide by, and act in accordance with, the decisions, directions, Acceptable Use Policy as provided by the State, adopted operating protocols, and minimum training standards established and set by the Board.
4. Be responsible for the development of the radio codeplugs used to program its radios and for the programming of its subscriber equipment by technicians and engineers within “USER SHORT NAME” or under contract and/or agreement to “USER SHORT NAME” for radio maintenance and/or service. “USER SHORT NAME” shall use State 700MHz channels identified in 47 CFR § 90.531(b)(5) as assigned by MD FiRST. “USER SHORT NAME” will be responsible for the development of codeplugs and the programming of its radios, (c) “USER SHORT NAME” should program every subscriber device with the 700 and 800 MHz nationwide interoperability channels as defined in the MD FiRST nationwide interoperability template. All “USER SHORT NAME” radios shall contain programming to support MD CALL and MD TAC talkgroups as well as the nationwide 700 MHz public service interoperability frequency, GTAC77D.

5. "USER SHORT NAME" shall not share its use of or access to the System without the prior written consent of DoIT.
6. "USER SHORT NAME" shall notify DoIT if there is any change in its inventory of equipment it uses to access the System, including, but not limited to, lost or stolen devices.
7. "USER SHORT NAME" will use "plain language" to provide seamless interoperable communications with other first responders.
8. "USER SHORT NAME" shall follow where possible the Region 20 ID Plan for the assignment of P25 identification numbers used in subscriber device.
9. "USER SHORT NAME" shall be responsible for the proper use of each device used to access the System "USER SHORT NAME" and shall follow any applicable radio protocol applicable to System use established by the FCC, DoIT State Radio System Division, or the Board (e.g., transmission breaks during lengthy traffic, deferral to emergency traffic, etc.). Frequencies and bandwidth supporting the System are at a premium, and use of the System is for legitimate public safety purposes only. A telephone should be used for other traffic as appropriate. "USER SHORT NAME" will program subscriber devices to employ a time-out-timer to prevent radios from locking up systems unnecessarily. "USER SHORT NAME" will establish the time-out-timer interval.
10. "USER SHORT NAME" shall consult with DoIT regarding any mobile transmitter RF power output issues. This includes restrictions as to the use of gain-type antennas and any other apparatus designed to increase the effective radiated power of the radio.
11. "USER SHORT NAME" understands that DoIT maintains the right to audit its list of System access device users and/or MD FiRST programming information at any time.

D. Term

This MOU shall be effective on the date that signatures are received from both DoIT and "USER SHORT NAME" and shall continue until June 30, 2037, or until terminated by a party upon 180 days advance written notice of the termination to the other parties.

E. Renewal Term

This MOU shall automatically renew for an additional 24 months at the end of the initial term and upon the same terms and conditions as set forth herein, unless, at least 180 days prior to the end of the initial term, "USER SHORT NAME" provides DoIT with written notification of its intent not to renew.

F. Notices

1. All notices given under this MOU, except for emergency service requests, shall be made in writing.
2. Each party to this MOU shall identify single points of contact in support of the administration of this MOU for addressing of interagency issues that may arise hereunder.
3. Each party will make certain that it has an updated list of staff contacts to facilitate communication and to resolve issues as they may arise.
4. Each party agrees to assign appropriate staff to serve as a single point of contact should any personnel changes occur.
5. All notices shall be sent at the addresses set forth below:

FOR "USER ORGANIZATION":	
Name	
Title	
Address	
City, State, Zip	
Phone	
E-mail	

FOR DoIT:	
Name	Michael G. Leahy
Title	Secretary, Dept. of Information Technology
Address	100 Community Place
City, State, Zip	Crownsville , MD 21032
Phone	410.697.9401
E-mail	Michael.Leahy@maryland.gov

FOR MSIRCB:	
Name	Norman J. Farley
Title	Director, Statewide Interoperable Communication
Address	100 Community Place
City, State, Zip	Crownsville, MD 21032
Phone	410.697.9681
E-mail	Norman.farley@maryland.gov

G. Changes

This MOU may be amended, modified or supplemented only as specifically agreed upon in writing between the parties and any such amendments, modifications or supplements may not change significantly the scope of this MOU.

H. Disputes

If any dispute or issue of non-performance arises under this Agreement, the parties agree to resolve the issue at the lowest management level of each party. In the event the issue remains unresolved, the parties agree to immediately escalate the issue to upper-level management for their consideration. In all events, the parties will negotiate, in good faith, a mutually agreeable solution. In the event all parties cannot agree on a solution, the issue shall be directed to the Board for resolution.

I. Controlling Law

The laws of the State of Maryland shall govern the interpretation and enforcement of this MOU.

J. Termination for Convenience

A party may terminate this MOU, in whole or in part, at any time upon 180 days prior written notice to the other parties whenever the terminating party determines it is in its best interest to terminate this MOU.

K. Orderly Termination

In the event of any termination or expiration of this MOU, each party shall reasonably cooperate in good faith with the other Parties to assure an orderly and efficient transition from the services provided hereunder.

L. Indemnification

No party assumes liability for the acts or omissions of the other parties or its agents. Nothing in this MOU shall be construed to extend the immunities of one Party and its agents to the other parties or its agents.

M. Non-assignment

No party may assign any rights or interests nor delegate its duties under this MOU, in whole or in part, without the express prior written permission of the other Parties. Without such written permission, any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

N. Severability

The terms of this MOU are severable. If any term or provision herein is declared to be illegal, void, unenforceable or otherwise invalid, in whole or in part, the remainder of the terms and provisions of this MOU shall remain valid and enforceable in full force and effect.

O. Waiver

A waiver by any party of any breach or default by any other party under this MOU shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

P. Entire Agreement

This MOU contains the entire agreement among the parties regarding the subject matter hereof and supersedes any and all previous agreements, whether written or oral, between or among the parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused these actions to be executed individually or by appropriate authorized officers on the date and year below written.

“USER ORGANIZATION”

By: _____

Name: _____

Title: _____

Date: _____

MARYLAND DEPARTMENT OF INFORMATION TECHNOLOGY
&
STATEWIDE INTEROPERABILITY RADIO CONTROL BOARD

By: _____

Name: Michael G. Leahy

Title: Secretary, DoIT

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

“USER ORGANIZATION”

Assistant Attorney General, DoIT

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____